



State of Utah

DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION

TELEMARKETING PERMIT APPLICATION FORM

Annual Application Fee: \$250.00 (Non-refundable)

Applicant's Name
(This is the name of institution that is registering.)

Date of Application

OFFICE USE ONLY

Date Permit Issued: _____

Permit Number: _____

Approved: _____

Denied: _____

Expiration: _____

Please mark the appropriate box:

☐ INITIAL
APPLICATION

☐ RENEWAL
APPLICATION

If you have any questions, please contact the Division at (801) 530-6601.

Please make Application fee check or money order payable to the **State of Utah**.

Please return the completed Application form and check or money order to:

Department of Commerce
Division of Consumer Protection
160 East 300 South, Second Floor
PO Box 146704
Salt Lake City, Utah 84114-6704

1. Applicant's Name: _____

2. Applicant's address: _____

Street

City

State

Zip Code

Telephone Number

Facsimile Number

3. Contact Person: _____ Telephone Number: _____

4. Applicant's previous business address(es) during the past ten (10) years.

Address	City	State	Zip Code
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Address	City	State	Zip Code
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Address	City	State	Zip Code
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5. List all other names that Applicant does business under, (if none, please state):

Name	Address (if different)	City	State	Zip Code
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Name	Address (if different)	City	State	Zip Code
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Name	Address (if different)	City	State	Zip Code
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6. Surety requirement.

a. Please mark the appropriate box indicating the type of surety being provided in satisfaction of U.C.A. §13-26-3.

☐ Bond

☐ Letter of Credit

☐ Certificate of Deposit

NOTE: Utah Code Annotated § 13-26-3(i) states: "If neither the telephone soliciting business nor any person affiliated with the telephone soliciting business at the time of application has been found in an administrative, civil, or criminal proceeding within three years of the application to have violated this chapter the amount shall be \$50,000; If the telephone soliciting business or any currently affiliated person has violated this chapter within three years preceding application the amount shall be \$75,000." A bond, certificate of deposit or letter of credit must be kept in force for one year after the Applicant notified the Division in writing that the Applicant has ceased all telemarketing or related activities.

- b. If a bond is being submitted, please indicate the following:

Amount of bond, letter of credit or certificate of deposit:

Date of bond: _____ Bond expires: _____

Name of Surety Company: _____

Address of Surety Company: _____

Telephone and fax number of Surety Company: _____

Registered on Treasury list: ☐ Yes ☐ No

- c. If a letter of credit or certificate of deposit is being submitted, please indicate the following:

Date of letter of credit: _____ Letter of credit expires: _____

Date of certificate of deposit: _____ Certificate of deposit expires: _____

Name of Utah Bank: _____

Address of Utah Bank: _____

Telephone and fax number of Utah Bank: _____

7. List the following information for all officers, directors, members, principals, and/or key employees (attach additional sheets if necessary).

Name: _____

Home Address: _____

Street

City

State

Zip Code

Home Telephone Number

Facsimile Number

Birth date and birth place

Social security number

Name: _____

Home Address: _____

Street

City

State

Zip Code

Home Telephone Number

Facsimile Number

Birth date and birth place

Social security number

Name: _____

Home Address: _____

Street

City

State

Zip Code

Home Telephone Number

Facsimile Number

Birth date and birth place

Social security number

8. List all valid licenses or permits issued in Applicant's name (include license numbers, dates of license, expiration dates and the state or other agency which issued the license):

9. List any work cards, business licenses or trade licenses revoked, suspended or cancelled for any reason (include agency, date of license and reason):

10. Has any officer, director, member, principal, and/or key employee ever been convicted of racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion of property or misappropriation of property:

☐ No ☐ Yes

If "yes", explain when and where conviction occurred, nature of conviction, and status of case (including court name and docket number).

11. Has any officer, director, member, principal, and/or key employee had a final judgment or order, including stipulated judgment or order, in any civil or administrative action involving racketeering fraud, theft, embezzlement, fraudulent conversion of property or misappropriation of property, the use of any misleading or untrue representation in any attempt to sell or dispose of real or personal property, or the use of any unfair or deceptive trade practice?

☐ Yes ☐ No

If "yes", explain when and where the judgment or order was entered, nature of the judgment or order, and status of case (including court name and docket number).

12. Is any officer, director, member, principal, and/or key employee currently the subject of any injunction or any other order relating to a business activity as a result of any action brought by a federal, state, or local agency, including any action affecting any license to do business or practice any trade or occupation?

☐ No ☐ Yes

If "yes", explain when and where the injunction or other order was entered, nature of the injunction or other order, and status of case (including court name and docket number).

13. State the address for each location where telephone numbers are to be dialed and give the name and telephone number of the contact person for each location.

<hr/> Contact person	<hr/> Telephone number
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<hr/> Address	<hr/> City	<hr/> State	<hr/> Zip Code
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<hr/> Contact person	<hr/> Telephone number
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<hr/> Address	<hr/> City	<hr/> State	<hr/> Zip Code
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<hr/> Contact person	<hr/> Telephone number
----------------------	------------------------

<hr/> Address	<hr/> City	<hr/> State	<hr/> Zip Code
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14. Provide the following information for Applicant's Registered Agent:

Name

Street Address

<hr/> City	<hr/> State	<hr/> Zip Code
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<hr/> Telephone Number	<hr/> Facsimile Number
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NOTE: The registered agent authorized by the Applicant to receive service of process must reside in this state. The failure of an Applicant to designate an agent to receive service or the failure to appoint a successor to the agent shall result in suspension of the registration or a denial of an initial or renewal registration.

15. If you are a 3rd party provider, list the name of the companies that you solicit on behalf of.

16. List the goods or services that are to be the subject of Applicant's telephone solicitation (i.e. vacation travel, credit card services, etc.):

17. Provide copies of the following (application is not complete without providing these copies):

- a. All telephone scripts to be utilized in the state of Utah. The telephone script(s) are to include the following:
 - A three day right to cancel that is from the date of the receipt of the merchandise or premium, whichever is later.
 - Your company's refund policy after the three day right to cancel ends.
 - The instructions provided to purchasers on how they may exercise their right to cancel.
 - **Highlight this information in the telephone script submitted to the Division.** Please reference page six (6) of the application.
- b. Initial applicants only – Articles of Incorporation or other organizational documents that show Applicant's current legal status.

NOTE: According to the Telephone Fraud Prevention Act, UCA §13-26-11(1)(f) it is unlawful for a solicitor to fail to orally advise a purchaser at the time of the solicitation of the purchaser's right to cancel. Therefore, your script must include notice of the right to cancel in substantially the following form: **"In addition to any right to otherwise revoke an offer, you, the purchaser, may cancel this sale up to midnight of the third business day after the receipt of the merchandise or premium, whichever is later."**

By signing this application, the undersigned certifies that the information provided herein is true and correct.

DATED: _____

APPLICANT:

BY _____
ITS

SURETY BOND

- I. KNOW ALL PERSONS BY THESE PRESENTS, THAT WE _____ as Principal, and _____, a corporation of the State of _____, having its principal office at: _____, duly licensed with the Utah Department of Insurance, as Surety, are held and firmly bound to the Division of Consumer Protection of the Department of Commerce of the State of Utah in the sum of _____ Dollars.
- II. THE CONDITIONS OF THIS BOND are such that the Principal, _____, seeks to obtain a license from or registration with, the Division of Consumer Protection, State of Utah, to carry on business as _____. That business is subject to the laws of the State of Utah and the administrative rules adopted thereunder.
- III. THEREFORE, if the Principal, _____, shall during the period beginning on _____ day of _____, 20__ and ending on _____ day of _____, 20__, faithfully observe and honestly comply with the provisions of all statutes and rules of Utah law applicable to the business of _____, and shall indemnify the Division of Consumer Protection and all consumers as set forth in those laws, then this obligation shall become void and of no effect, otherwise to remain in full force and effect.
- IV. IT IS UNDERSTOOD and agreed that this bond may be renewed from year to year by continuation certificate executed by said Surety, and that regardless of the number of years this bond remains in effect or that number of times it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above. It is also understood and agreed that the Surety may at any time, with thirty days written notice to the Division of Consumer Protection, terminate its liability herein, except that the Surety shall be liable for any losses occurring while this bond is in full force and effect.

SIGNED AND DATED this _____ day of _____, 20_____.

(Principal Company)

By: _____
(Authorized Company)

(Surety)

By: _____
(Authorized Agent)